

**FIRST AMENDMENT TO AMENDED AND RESTATED
MEMORANDUM OF AGREEMENT BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, CITY OF DELAND, CITY
OF LEESBURG, CITY OF PALM COAST, AND ST. JOHNS COUNTY FOR THE
DEVELOPMENT OF A PRELIMINARY DESIGN REPORT
AND ENCUMBRANCE OF FUNDING
FOR THE COQUINA COAST SEAWATER DESALINATION
ALTERNATIVE WATER SUPPLY PROJECT**

This First Amendment ("First Amendment") to the Amended and Restated Memorandum of Agreement ("MOA") is made and entered into by and between the St. Johns River Water Management District, the City of Palm Coast, the City of Leesburg, the City of DeLand, and St. Johns County.

PREMISES:

The Flagler County 2007 Water Supply Plan identifies the Coquina Coast Seawater Desalination Project (hereafter "the Project") as a potential alternative water supply project of regional significance, which is expected to supplement the public water supply of the parties and potentially others through the parties.

The Project was initiated pursuant to a Memorandum of Agreement that became effective in June 2008. Pursuant to this agreement, the engineering consultant completed the Final Recommended Project Report (Phase 1) in January 2010.

The parties hereto then entered into the MOA in August 2010 for the purpose of developing a Preliminary Design Report for Phase 2 of the Project (hereafter "Report"), which analyzes technical data for a land-based option and an offshore ship-based option and develops the engineering design for the Project to the point that an engineering consultant may then proceed with final engineering design for construction of the Project.

In order to encumber District cost-sharing funds under the Water Protection and Sustainability Program, sections 373.705, 373.707 and 403.490, Florida Statutes, for construction of the Project, the MOA includes "milestones" for the Project to progress toward completion.

Due to funding limitations and other considerations, preparation of the Report was separated into two phases-Phase 2A and 2B.

Since execution of the MOA, the engineering consultant completed the Phase 2A portion of the Report in September 2011.

Due to additional funding limitations that have arisen since execution of the MOA, the parties hereto wish to extend the schedule for completion of the Phase 2B

portion of the Report for approximately two years.

Due to the extension of the schedule for completion of the Project for the reasons stated above, it is necessary to modify the Project milestones in the MOA.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, each intending to be legally bound, agree to the following:

I. The above recitals are true and correct and incorporated herein as a part of this First Amendment.

2. The Project milestones set forth in paragraph 5(b) of the MOA are hereby replaced with the following milestones:

1/20/10	Consultant to complete Phase 1 of PDR portion of Report
5/28/10	Utilities formally declare to participate in Phase 2A as Suppliers
7/22/10	Suppliers execute Amended and Restated MOA to accomplish Phase 2A
8/27/10	Suppliers negotiate and execute contract for Phase 2A of Report
10/31/11	Consultant completes Phase 2A of the Report
1/31/14	Utilities formally declare to participate in Phase 2B as Suppliers
5/31/14	Suppliers execute Amendment to Amended and Restated MOA to accomplish Phase 2B
7/31/14	Suppliers negotiate and execute contract for Phase 2B of PDR portion of Report
7/31/16	Consultant completes Phase 2B of PDR Report
8/1/16	Suppliers apply for Consumptive Use Permit(s) (if necessary)
11/1/16	Suppliers solicit for contracts(s), which may be a design-bid-build, design-build, design-build-operate, design-build-own-operate, design-build-own-operate and transfer, or other type of contract(s)
1/14/17	Suppliers receive proposals

2/4/17	Interviews (assuming they are necessary)
4/1/17	Begin Design
8/1/17	Consultant completes consultation with federal agency and NEPA portion of Report, if NEPA applies to project and federal agency issues FONSI
4/1/18	Acquisition of Construction Phase Permits and Begin Construction

3. The Project milestones set forth in paragraph 5(c) of the MOA are hereby replaced with the following milestones:

7/31/15: Suppliers initiate negotiations for development of the Governance Agreement

7/16/16: Suppliers execute and record Governance Agreement

4. Paragraph 5(d) is hereby replaced with the following:

It is anticipated under the current schedule that construction will be completed in 2020. The Parties recognize that circumstances may change and affect the above schedule for completion of the Project. A subsequent cost-sharing agreement for the disbursement of the encumbered funds will be executed by the Parties regarding the construction phase of the Project prior to start of construction.

5. This First Amendment shall become effective upon execution by all of the parties hereto.

6. Except as modified hereby, the MOA is ratified and confirmed and remains in full force and effect.

IN WITNESS WHEREOF, the following authorized representatives of the parties have executed this first Amendment on the dates signed by each

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By:

Attest:

Date:

Approved by: _____
Attorney

CITY OF LEESBURG

By:

Attest:

Date:

Approved by: _____
City Attorney

CITYOF PALM COAST

By:

Attest:

Date:

Approved by: -----
City Attorney

CITY OF DELAND

By: _____

Attest: _____

Date: _____

Approved by: _____

City Attorney

ST. JOHNS
COUNTY

By:

Attest:

Date:

Approved by: _____

County Attorney